

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

JAIME CHAVEZ
3764 Dalton Avenue
Los Angeles, CA 90018

2083 Delta Avenue
Long Beach, CA 90810
Operator's License No. OPR 11254, Branch
1 and 3

Respondents.

Case No. 2012-58

OAH No. 2013041099

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on April 4, 2014.

It is so ORDERED March 5, 2014



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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STRUCTURAL PEST CONTROL BOARD
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. 2012-58

11 **JAIME CHAVEZ**
12 **3764 Dalton Avenue**
13 **Los Angeles, CA 90018**

OAH No. 2013041099
STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

14 **2083 Delta Avenue**
15 **Long Beach, CA 90810**
Operator's License No. OPR 11254, Branch
1 and 3

16 Respondents.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
19 entitled proceedings that the following matters are true:
20

21 **PARTIES**

22 1. William H. Douglas (Complainant) former Interim Registrar/Executive Officer of the
23 Structural Pest Control Board, brought these actions solely in his official capacity. Susan Saylor
24 is the current Registrar/Executive Officer of the Structural Pest Control Board. She maintains
25 these actions solely in her official capacity and is represented in this matter by Kamala D. Harris,
26 Attorney General of the State of California, by Langston M. Edwards, Deputy Attorney General.
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2. Respondent Jaime Chavez (Respondent) is representing himself in this proceeding and has chosen not to exercise his right to be represented by counsel.

3. On or about January 27, 2006, the Structural Pest Control Board issued Operator's License No. OPR 11254 in Branch 1 to Jaime Chavez (Respondent). On or about August 12, 2010, Operator's License Number OPR 11254 became the Qualifying Manager of Respondent Allstar Fumigation, Inc. (Allstar). On or about February 10, 2011, Operator's License Number OPR 11254 disassociated as the Qualifying Manager of Respondent Allstar. The Operator's License was in full force and effect at all times relevant to the charges brought in Accusation No. 2012-58 and will expire on June 30, 2014, unless renewed.

JURISDICTION

4. Accusation No. 2012-58 was filed before the Structural Pest Control Board (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on June 20, 2012. Respondent timely filed his Notice of Defense contesting the Accusation.

5. A copy of Accusation No. 2012-58 is attached as **Exhibit A** and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, and understands the charges and allegations in Accusation No. 2012-58. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and

1 court review of an adverse decision; and all other rights accorded by the California
2 Administrative Procedure Act and other applicable laws.

3 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
4 every right set forth above.

5
6 **CULPABILITY**

7 9. Respondent admits the truth of each and every charge and allegation in Accusation
8 No. 2012-58.

9 10. Respondent agrees that his Operator's License is subject to discipline and he agrees to
10 be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

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12 **CONTINGENCY**

13 11. This stipulation shall be subject to approval by the Structural Pest Control Board.
14 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
15 Pest Control Board may communicate directly with the Board regarding this stipulation and
16 settlement, without notice to or participation by Respondent. By signing the stipulation,
17 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
18 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
19 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
20 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
21 the parties, and the Board shall not be disqualified from further action by having considered this
22 matter.

23 12. The parties understand and agree that Portable Document Format (PDF) and facsimile
24 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
25 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

26 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
3 writing executed by an authorized representative of each of the parties.

4 14. In consideration of the foregoing admissions and stipulations, the parties agree that
5 the Board may, without further notice or formal proceeding, issue and enter the following
6 Disciplinary Order:

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8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Operator's License No. OPR 11254 issued to Respondent
10 Jaime Chavez (Respondent) is revoked. However, the revocation is stayed and Respondent is
11 placed on probation for three (3) years on the following terms and conditions.

12 1. **Obey All Laws.** Respondent shall obey all Federal, State and Local laws and all laws
13 and rules relating to the practice of structural pest control.

14 2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during
15 the period of probation.

16 3. **Tolling of Probation.** Should Respondent leave California to reside outside this
17 state, Respondent must notify the Board in writing of the dates of departure and return. Periods
18 of residency or practice outside the state shall not apply to reduction of the probationary period.

19 4. **Notice to Employers.** Respondent shall notify all present and prospective employers
20 of the decision in case No. 2012-58 and the terms, conditions and restriction imposed on
21 Respondent by said decision.

22 Within 30 days of the effective date of this decision, and within 15 days of Respondent
23 undertaking new employment, Respondent shall cause his employer to report to the Board in
24 writing acknowledging the employer has read the decision in case No. 2012-58.

25 5. **Notice to Employees.** Respondent shall, upon or before the effective date of this
26 decision, post or circulate a notice to all employees involved in structural pest control operations
27 which accurately recite the terms and conditions of probation. Respondent shall be responsible
28 for said notice being immediately available to said employees. "Employees" as used in this

1 provision includes all full-time, part-time, temporary and relief employees and independent
2 contractors employed or hired at any time during probation.

3 **6. Completion of Probation.** Upon successful completion of probation, Respondent's
4 license will be fully restored.

5 **7. Violation of Probation.** Should Respondent violate probation in any respect, the
6 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
7 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
8 Respondent during probation, the Board shall have continuing jurisdiction until the matter is
9 final, and the period of probation shall be extended until the matter is final.

10 **8. Random Inspections.** Respondent shall reimburse the Board for one (1) random
11 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
12 inspection.

13 **9. Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
14 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
15 qualifying manager or branch office manager of any registered company, other than Azteca
16 Exterminating during the period that discipline is imposed on Operator's License No. OPR
17 11254.

18 **10. No Interest In Any Registered Company.** Respondent shall not have any legal or
19 beneficial interest in any company currently or hereinafter registered by the Board other than
20 Azteca Exterminating during the period that discipline is imposed on Operator's License No.
21 OPR 11254.

22 **11. Cost Recovery.** Pursuant to Section 125.3 of the California Business and Professions
23 Code, Respondent shall pay to the Board investigation and enforcement costs in the amount of
24 \$1958.56, according to a payment schedule that has been approved by the Board. Investigation
25 and enforcement costs must be paid in full prior to the end of probation. Probation shall not be
26 terminated until all costs are paid in full.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Operator's License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Structural Pest Control Board.

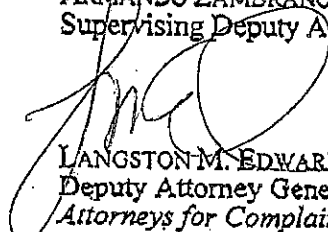
DATED: 1-29-14
JAIME CHAVEZ
RespondentENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Structural Pest Control Board.

Dated: 1/30/14

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General


LANGSTON M. EDWARDS
Deputy Attorney General
Attorneys for Complainant

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